



**Cornell University
ILR School**

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Building, Site, & General Construction Contractors & Employers and Laborers International Union of North America (LIUNA), Building Laborers District Councils of Northern New Jersey, Central New Jersey, and Southern New Jersey (2002)**

K#: **8146**

Employer Name: **Building, Site, & General Construction Contractors & Employers**

Location: **NJ**

Union: **Laborers International Union of North America (LIUNA)**

Local: **Northern New Jersey Building Laborers District Council, Central New Jersey Building Laborers District Council, Southern New Jersey Building Laborers District Council**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **9500**

Effective Date: **05/01/02**

Expiration Date: **04/30/07**

Number of Pages: **74**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K 8/46
9,500 workers

Collective Bargaining Agreement

by and between the

**Northern New Jersey
Building Laborers' District Council**

**Central New Jersey
Building Laborers' District Council**

**Southern New Jersey
Building Laborers' District Council**

and the

**Building, Site and
General Construction
Contractors and Employers**

Entered into
May 1, 2002 - 4/30/2007

LIUNA
INNOVATION
ATWORK

Collective Bargaining Agreement

by and between the

**Northern New Jersey
Building Laborers' District Council**

**Central New Jersey
Building Laborers' District Council**

**Southern New Jersey
Building Laborers' District Council**

and the

**Building, Site and
General Construction
Contractors and Employers**

**Entered into
May 1, 2002**

LIUNA
INNOVATION
ATWORK

TABLE OF CONTENTS

Preamble	1
Recognition and Scope of Agreement	1
Work and Territorial Jurisdiction	2
Union Security and Hiring	18
Management Rights	20
Union Rights and Activities	20
Work Rules and Job Conditions	21
Job Stewards	26
Foremen	29
Hours, Overtime, Shifts and Holidays	30
Wages and Fringe Benefits	36
Payment of Wages	39
Apprenticeship	42
Portability	44
Fringe Benefit Funds	44
Collection of Amounts Due Under Agreement	50
Contractor Liability for Delinquency of Sub-Contractor	54
Subcontracting	55
Transfer of Company Title or Interest	57
Extra-Contract Agreements	58
Other Collective Bargaining Agreements	58
Arbitration and Grievances	58
Separability and Savings Clause	61
Agreement and Termination	61
Interpretation of Agreement	62
Special Provisions	63

AGREEMENT

Preamble

WHEREAS, this Collective Bargaining Agreement (hereinafter the "Agreement") is entered into by the undersigned Employer (hereinafter "Employer") and the Building Laborers' District Councils and Local Unions of the State of New Jersey (hereinafter the "Union"), and

WHEREAS, the Building and Construction Laborers' District Councils and Local Unions of the State of New Jersey bound by this Agreement enter this Agreement individually and it is further understood that the liabilities of said District Councils and Local Unions shall be several and not joint; and

WHEREAS, it is the purpose of this Agreement to build, develop and maintain a harmonious working relationship between the Employer and the Unions in which the rights of both parties are recognized and respected and the work is accomplished with the efficiency, economy and quality that is necessary in order to expand the work opportunities of both parties,

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, BE IT AGREED AS FOLLOWS:

Article I: Recognition and Scope of Agreement

1.10 Union Recognition The Employer recognizes that the Building and Construction District Councils and Local Unions bound hereby represent a majority of em-

employees of the Employer doing laborer's work and shall be the sole bargaining representatives with the Employer for all employees employed by the Employer engaged in all work of any description set forth under Article II, Section 2.10, Work Jurisdiction, below. The District Councils and Laborer Local Unions bound hereby are: Northern New Jersey Building Laborers District Council (Locals 592, 325 and 1153); Central New Jersey Building Laborers District Council (Locals 394, 593, 594 and 1030) and the Southern New Jersey Building Laborers District Council (Locals 222, 415 and 595).

1.20 Good Faith Agreement

The Employer shall in good faith live up to all the provisions of this Agreement. The Union obligates itself for all its members that they will in good faith live up to all the provisions of this Agreement. Acts of any individual member of the Union on his own initiative and without the authority of the Union shall not render the Union liable therefor, nor is the Union responsible for acts of unauthorized agents.

1.30 Scope of Agreement

The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

Article II: Work and Territorial Jurisdiction

2.10 Work Jurisdiction

The Employers bound hereby recognize the Unions' claim to all jurisdiction as set forth in the Manual of Jurisdic-

tion [October 1961] and in this Agreement as the same may relate to building, site and general construction in the State of New Jersey and the parties hereto agree to cooperate in the proper assignment of work jurisdiction as set forth herein to the construction laborers.

Tenders: Multi-Trade Tenders tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, power buggy, or other motorized unit used for such purpose, including all fork lifts of any description or type and wheresoever used, conveyors, Bobcats, and all similar machinery, and the loading, unloading and handling of all materials onto such devices.

Unloading, handling and distributing of all materials, including sheetrock, paneling, ceiling tile and assemblies, windows, door bucks, metal studs, finished and rough lumber, finished cabinetry, and all fixtures, furnishings and appliances, crated or uncrated, from point of delivery to stockpiles and from stockpiles to approximate point of installation. The unloading and loading of trucks and freight cars at the site.

The moving of all furniture, crated or uncrated, new or

old, in a building under construction or renovation, including the loading and unloading and the distribution and erection of furniture on a job or project.

The unloading and handling, including all hooking, unhooking, placement and signaling, of all concrete plank, sills, coping, and other concrete building materials, including precast, post, pre-stressed, and preformed concrete in any form, and all brick panel together with all similar building and construction materials prepared off-site which replace materials, methods or work formerly done on-site by any trade that was tended by laborers, at the job site.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method, except where otherwise assigned to a heavy construction laborers local union.

The cutting of masonry where sledge, mechanical or pneumatic hammers are used. Operation of all hand, pneumatic, electric, motor, combustion, or air-driven tools, concrete saws or equipment necessary for the performance of work described herein, including forklifts, rollers, wackers (with or without levers), vibrators, concrete saws regardless of type (self propelled or manual), gunite nozzle and machine workers, power rollers, combination tamper and vibrator, power wheel barrows and buggies, and all other equipment, including all Bobcats (with or without accessories), used to do work once done by laborers.

Cleanup: Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area, including all cleanup after all other trades which cleanup shall not be performed by any other trade or the apprentice of any other trade.

The general cleanup, including sweeping, cleaning, washing down and wiping of construction facilities, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of siding of any type, walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein.

Clean-up, vacuuming, mopping, washing, waxing and polishing or dusting of all floors, surfaces or areas whether by hand or machine. Final clean-up of all types and any description on all projects, including but not limited to industrial, office, residential and retail projects.

Water Removal: The dewatering of all construction sites and/or the removal of drainage or other water from construction sites or areas. The handling, transportation, fueling, refueling and cleaning of pumps, foot valves, and hoses and all engineers' equipment and the attaching of the same, and the installation, driving and servicing of all well points, wick drains and any other dewatering system.

Weather and Other Temporary Protection: The installation, dismantling, adjusting of panels, windbreaks

and/or temporary enclosures or other weather protection devices whether they be canvas, synthetic or other material of any configuration and for any purpose.

All temporary protection of floors or any other surface by any method or material including plywood, cardboard, masonite, homosote, paper, plastic, sysilcraft, etc.

Temporary Heat: Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or by temporary heating units or any other drying process of any type or description. The heating of all buildings under construction where any form of temporary heat is used, including salamanders and megaheaters, regardless of fuel or power source, and the placing, setup, lighting, refueling, servicing, maintenance, manning and removal of all such heaters.

Scaffolds: Erection, planking and removal of all scaffolds of all types, including all platforms, runways, ramps and putlock scaffolds, for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof; the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Laborers, together with all transportation and stockpiling of dismantled scaffold equipment, planks and materials.

Masonry Scaffolds: With reference to the Masonry Contractors, the laborers will do the entire erection and dismantling of all scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of North America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955 and amended November 1, 1979, a copy of which is incorporated by reference and made part hereof.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Lines: Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling and scaling on the site, including areas adjacent or pertinent to construction site; installation of temporary lines.

On-site preparation for clearance for construction of any structures where the same are constructed within the property lines of the building project. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of job sites, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags,

handling timber and loading and unloading of same.

All grading of top soil by any method, seeding by hand, device or machine, whether power or manual, all landscaping, and the planting of all trees, shrubs, bushes, ornamental and other plants of any description.

Concrete, Bituminous Concrete and Aggregates:

(a) Concrete, bituminous concrete, or aggregates for walls footings, foundations, floors or for any other Construction. Mixing, handling, conveying, wheeling, ramming, spreading, leveling, pouring, vibrating, gunniting and otherwise placing concrete, cement mortar, or aggregates, whether done by hand or any other process. All types of handling and distribution of all ready-mixed concrete. Wrecking, stripping, dismantling and handling concrete forms and false work whether constructed of wood, aluminum or other material. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, Diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means, including the setup, operation, maintenance, dismantling, and moving of any and

all automatic or self-leveling or similar concrete leveling machines, prior to finishing. Where pre-stressed or pre-cast concrete slabs, sill, coping, concrete plank, walls or sections, including brick panels, or other preformed concrete in any form, whether steel reinforced or not, are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, hoisting, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms and panels in their entirety, where the forms are not to be reused on the same job for the same purpose and the stripping of all flat arch work and the replacing of all shoring or supports and the stripping of all footing forms. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The cleaning of all materials before leaving a job shall be the work of the laborers. The jacking of slip forms, and all work connected therewith.

The snapping of wall ties and removal of tie rods. All sandblasting, including the handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning and the maintenance, moving, setting up, servicing, supplying, storage, and all aspects of the operation of all sandblasting equipment of all types and descriptions for any purpose.

Streets, Ways and Bridges: Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar Installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb form and the mixing, Pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling

and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material, including all work involving the handling, loading, unloading, moving, storing, tying together and setting of gabion baskets, and the preparation of surfaces and areas to receive same.

Trenches, Manholes, Handling and Distribution of Pipe, etc.: Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and re-surfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back-filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, darns, levees, aqueducts, culverts, flood

control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multi plate, liner plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or guniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches, All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Sewers, Drains, Culverts and Multi plate: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi plate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra

cotta, ironstone, vitrified concrete, plastic or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Sidewalks and Curbs: Work in the excavation, preparation, the grading and landscaping of all sidewalk and curb areas, regardless of material used, and the concreting of all such areas, and all semi-skilled and unskilled labor connected therewith.

Underpinning, Lagging, Bracing, Propping and Shoring: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping of old and new sites.

Drilling: All work of drilling, jack hammering. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines. All high scaling and other rock breaking and removal after blast.

Signal Men: Signal men on all construction work defined herein, including traffic control signalmen at construction sites. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, (whether in the open or in the blind) dumping and unhooking of the bucket. Where wrecking is done by ball, all signaling shall be done by a laborer.

On all jobs where hoisting engines are in use, a Laborer shall act as bell-man. He shall load and unload the hoist and give bell signals for the raising and lowering of the hoist.

On all jobs where elevators are in use, the ringing of bells and use of radio communicators or telephones. When machines are in use for excavation, backfilling, grading or other purposes, the guiding and directing of such machines.

General Excavation and Grading: The clearing, excavating, filling, back-filling, grading and landscaping, planting and seeding of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Wrecking: The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as

necessary. Burning or otherwise cutting all steel structural beams. The operation and maintenance of all hydro-demolition equipment. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfiring and landscaping of the site of wrecked structure. Where wrecking is done by ball, all signaling shall be done by a laborer. The dismantling, removal or demolition of all ductwork and HVAC equipment not to be reused on the job site, and the handling and removal of all disconnected ductwork and HVAC equipment from the area to disposal areas. The handling, transportation and stockpiling of all disconnected ductwork and HVAC equipment which is to be reused is to be done by laborers.

Railroad Track Work: Right-of-way clearance, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. All work involving the cutting, welding or demolition of railroad metals or tracks. All third rail work, operation of power spike drivers, power spike pullers, power track jacks, tamping machines and similar track laying equipment, spiking of all rails, contact rails, third rail tracks and ties, including the welding, other fastening and other bonding of all running rails and tracks, the mixing, pouring and placement of

grout, drypacking, and concrete for all track related work, including but not limited to rails, ties, tracks, plates, and columns. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

Use of Tools: Operation and maintenance of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. Mechanized equipment including Bobcats used for grinding, finishing, demolition, clearing, excavating, foundation trenching, or other trenching, filling, backfilling, finish grading, planting, seeding, and the restoration of all sites will be performed and the equipment maintained by laborers. Pumps shall be manned by laborers. Where new tools or equipment are introduced into the area which do work formerly done by laborers, the new tools or equipment are to be handled, maintained and operated by laborers.

Hazardous Materials: The demolition and removal of all hazardous materials from buildings and the decontamination of all tools, equipment and vehicles used at such sites, including but not limited to asbestos, toxic waste, etc.

Miscellaneous: All yardmen, watchmen, guards, flagmen, the manning and servicing of all tool rooms, tool sheds, material storage and distribution points, warehouse

workers, cleaners, debris handlers, water boys, material yards, junk yards, asphalt plants, concrete products plants, and all maintenance work and work of skilled, semiskilled and unskilled nature.

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Other Work: All such other work as may be assigned by the Employer where such assignment is accepted by the Union. The Employer agrees to recognize the laborer's claim to any tasks associated with new technology.

2.20 Jurisdictional Disputes

It is agreed between the Union and the Employer that this Agreement is applicable to all construction work that is described in this Agreement or the Manual of Jurisdiction of the Laborers' International Union of North America, which is incorporated herein by reference and any other work within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. If the Union is aggrieved over any assignment, the matter shall be referred to the regional office of both contesting Unions in an effort to seek a resolution. If the matter fails to be satisfactorily resolved in this manner within three business days, the parties agree to submit the matter to the New Jersey State Board of Mediation for binding arbitration on an

expedited basis. Any party that fails to abide by and cooperate with this expedited procedure shall be deemed to be in default and an order shall be entered by the Arbitrator in favor of the opposing party. Pending an orderly resolution of the matter, there shall be no interruption of work by a work stoppage, strike or refusal to refer men to the project by the Union.

2.30 Territorial Jurisdiction

This Agreement is effective and binding on all jobs in the State of New Jersey upon the execution of the same by the Employer and any building and construction laborer local union bound hereby. However, no amendment to this contract will be effective as against the unions bound hereby on a statewide basis unless specifically approved in writing by the Laborers' International Union of North America, Eastern Region office, as representative of the District Councils and local unions bound by this Agreement.

Article III: Union Security and Hiring

3.10 Union Security

All employees who are present members of the Union shall maintain their membership in good standing in the Union in order to continue in employment. All new employees, on the eighth (8) day following the beginning of their employment, or the execution of this Agreement, or the effective date of this Agreement, whichever is later, shall become and remain members in good standing of the Union in order to continue in employment, all to be applied and enforced in accordance with the provisions of

the National Labor Relations Act as amended. Upon notice by the Union to the Employer, any employee who fails to become or remain a member of the Union in good standing shall be terminated.

3.20 Hiring

In consideration of the foregoing, the Employer agrees to give the Union first opportunity to furnish laborers and apprentices to the Employer upon his request, and provided that notice of such requirement is given to the Union's Business Manager, or his representative on the job, twenty four (24) hours before the men are needed, stating the number of men needed, the skills required, the time and location of the job, the Union agrees to fulfill the Employers requirements for laborers. If the territorial Local Union is unable to supply the laborers within twenty four hours, then the Employer may employ laborers from other Building Laborer Local Unions from other territories in the District Council or, if none are available, from other New Jersey Building Laborer Local Unions from other District Councils or, if none are available, the Employer may hire from any source.

3.30 Non-Discrimination

The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto regarding the Civil Rights Act of 1964 pertaining to non-discrimination in employment in every respect, and all other applicable state and federal laws and regulations.

Article IV: Management Rights

4.10 Statement of Management Rights

(a) The Employer retains full and exclusive authority for the management of his own operations. The Employer may utilize any method or techniques of construction and the Employer shall decide the amount of equipment to be used and the number of men needed.

(b) If there is any conflict between this Article and any rights, benefits or conditions which are provided for in this Agreement, the said rights, benefits or conditions set forth in this Agreement shall prevail.

(c) The Employer shall be the sole judge of the work performed and whether or not the work is performed satisfactorily by the workers. The Employer shall have the right to discharge any unsatisfactory workers.

4.20 Establishment of Workplace Rules and Regulations

Employees shall observe the Employer's rules and regulations, not inconsistent with this Agreement, which shall be posted at the project provided said rules are reasonable and submitted to the Union at least ten (10) days in advance for prior approval. Said approval shall not be unreasonably withheld.

Article V: Union Rights and Activities

5.10 Non-Discrimination Against Union Members and Officers

Any employee member of the Union acting in any offi-

cial capacity whatsoever shall not be discriminated against for his acts as such officer of the Union, nor shall there be any discrimination against any employee because of union membership or activities.

5.20 Job Site Visitation and Inspection

Authorized agents of the Union shall have access to the Employer's construction site during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the firm's working schedule and such visitation does not conflict with an owner's security requirements.

5.30 Picket Lines

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through any lawful primary picket line of another Union and including lawful primary picket lines at the Employer's places of business.

Article VI: Work Rules and Job Conditions

6.10 Work Rules and Job Conditions

The following work rules and job conditions shall apply to all jobs and work sites:

- (a) Workmen shall leave their designated shanty at the starting time and shall remain at their place of employment until quitting time.

(b) There shall be no limit on production on workers nor restrictions on the full use of tools or equipment. There shall be no restrictions, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

(c) Slow downs, standby crews and featherbedding practices will not be tolerated.

(d) There shall be no illegal strikes, work stoppages or lockouts.

(e) It is agreed that overtime is undesirable and not in the best interests of the industry or craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(f) The Employer shall supply on the job all tools required in performing work covered by this Agreement including raingear and pull over boots. The Employer shall provide appropriate masks to laborers slacking lime and safety gloves, goggles, and other equipment as needed to ensure minimum risk of harm to the workers. The Employer will keep clean and replace or repair all such clothing and equipment as needed. Each laborer shall supply his own hard hat.

(g) The Employer shall furnish a suitable shanty for the exclusive use of the laborers where the laborers can eat lunch and be sheltered in bad weather. The shanty shall be heated in cold weather, shall be kept clean and sani-

tary, and shall not be used for the storage of tools or materials. The job steward and foremen shall be given a keys for the shanty.

(h) The Employer shall provide a portable Johnny, on the spot latrine or other toilet facility, and adequate clean up facilities, on the job site. The Johnny and clean up facilities shall be kept clean and sanitary at all times.

(i) The Employer shall provide clean drinking water and sanitary drinking cups for all laborers. In warm weather the water shall be kept cold with ice.

(j) The Employer shall provide first aid kits and all required safety equipment on the job, which equipment shall be properly maintained at all times. The job steward and foremen shall be informed as to the storage location of said equipment and be given keys to said location.

(k) When a job is not otherwise being worked, for safety reasons the Employer shall employ two laborers to man temporary heat.

(l) Employees covered hereunder shall have the privilege to partake of some non-alcoholic beverage at the approximate mid-point of the work period prior to the meal break on any shift. Where any other trade receives a beverage break during the portion of the work day following the meal break, the laborers shall also be allowed a beverage break. Any post-meal break beverage break shall occur at the approximate mid-point of the work period following the meal break on any shift. Beverage breaks shall not exceed ten (10) minutes. The beverage

shall be delivered to each person at his post of work by the Job Steward or some other person who the Job Steward and the Employer agree upon. There shall be no unnecessary congregating during these beverage breaks. In the event that this privilege is abused, by mutual agreement between the Employer and the Union, this privilege may be suspended.

(m) All laborers shall be allowed five (5) minutes of clean up time before the thirty (30) minute meal period and at the conclusion of the day.

(n) When laborers are moved from one job site to another job site in the course of a day they shall travel from one site to the other site during company time. No laborer will travel from one site to the other site while on his meal break.

(o) The Employer shall provide liability and collision insurance coverage for the vehicle of any laborer who uses his personal vehicle in connection with the project. This insurance shall be the primary coverage for the vehicle at all times it is so used. Use in connection with the project shall not include commuting to and from the project.

(p) The Employer shall carry workers' compensation, unemployment compensation and temporary disability insurance and all other legally required insurance on every job and the Business Manager of the local union may require proof of the same at any time. No laborer may be required to work for any Employer that does not provide such insurance.

6.20 Job Site Safety

(a) All Employers shall be required to carry out their work in a manner so as to provide for the safety of the men from the danger of faulty scaffolding, improper bracing, inferior materials, or a careless or faulty method of working that may endanger the safety of laborers on the job. All Employers shall conform to all applicable provisions of the Construction Safety Code for the State of New Jersey and all applicable provisions of the Occupational Safety and Health Act laws and regulations.

(b) It is the Employer's exclusive responsibility to provide a safe and healthful workplace for all workers covered under this Agreement and the Union does not assume responsibility for the same.

(c) The Union, its officers, employees, agents and representatives shall not be liable for any injuries, disabilities or diseases arising from or relating to the work covered hereunder or the job sites where such work is performed.

(d) The Employer and the Union members waive any cause of action against the Union, its officers, employees, agents and representatives, for any injuries, disabilities, or diseases arising from or relating to the work covered hereunder or the job sites where such work is performed.

(e) The Employer indemnifies the Union, its officers, employees, agents and representatives, and holds them harmless from any liability, damages, settlements, and legal fees and costs arising out of any work related inju-

ries, disabilities, or diseases to any worker arising from or relating to the work covered hereunder or the job sites where such work is performed.

Article VII: Job Stewards

7.10 Appointment of Job Steward

(a) On every job where laborers are employed by an Employer bound by this Agreement, there shall be a laborer Job Steward who shall be a member of the territorial local union where the job is located and who shall be competent in the work to be performed. The Job Steward shall be appointed by the Business Manager. The Job Steward shall be the first laborer hired and the last laborer to be laid off. No laborer shall be permitted to work without a Job Steward on the job. In those jurisdictions where local area practice is that a foreman selected by the Business Manager of the local union is the first laborer hired, that foreman shall also serve as a temporary Job Steward. The Job Steward shall not be discharged except for just cause and upon twenty-four hours prior written notice to the Business Manager.

(b) The Employer shall ensure that a working Job Steward is on all projects where laborers' work is being performed by the Employer or a subcontractor of the Employer, provided, however, that the Employer shall not be required to employ a Job Steward when there is no laborer's work as described in Article II above to be performed at the project.

(c) Where in the course of a project an Employer re-

quires the services of just one laborer for a period not to exceed five work days and no other laborers are to be employed at the job by the Employer, and where the assigned Job Steward, if any, is not qualified to perform the work required, the Employer may request that the local union Business Manager temporarily appoint a laborer as a Temporary Job Steward from the Employer's regular work complement where that laborer is (1) a member in good standing of a New Jersey building laborers' local union and (2) the laborer so requested agrees to perform the tasks required of a Job Steward and make such reports to the Business Manager as are requested by the Business Manager.

Where the Employer's request is with respect to the project mobilization phase, the Employer shall be required to make the request before the project begins and before any laborer has performed work at the jobsite. The Business Manager may, in his sole discretion, agree to the Employer's request and appoint a Temporary Job Steward in such cases and may, in his sole discretion, withdraw such permission previously given if he deems such withdrawal to be in the best interests of the local union.

(d) Failure to hire a Job Steward designated by the Union on a project where there is laborer's work being done shall be deemed an open breach of this Agreement and the Union may employ any remedy allowed by law, including job actions, to correct the breach.

7.20 Job Steward Authority

Job Stewards have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the local union. The Employer recognizes these limitations upon the authority of the Job Steward and shall not hold the Union liable for any unauthorized acts.

7.30 Job Steward Responsibilities

It shall be the duty of the Job Steward to see to it that the provisions of this Agreement are being fully carried out on said job. At the request of the Job Steward, the Employer shall promptly provide the Job Steward with the names, addresses, social security numbers, local union affiliation, and telephone numbers of any workers in the Employer's employ doing laborers' work. Furthermore, the Job Steward shall be provided the opportunity to secure properly executed dues and NJSLPAC authorization forms from any employees doing laborers' work, including any laborers permitted to work in the jurisdiction from other local unions, and shall have the right to inspect the laborers' payroll prior to its distribution to confirm that the required wage standards are being adhered to. The Employer shall give the Job Steward sufficient time to perform his duties and the Job Steward shall not be discriminated against for doing so. In the case of breach of any of the provisions of this Agreement the Job Steward shall immediately contact the Business Manager or Business Agent of the local union so that the Business Manager or Business Agent may make an attempt to amicably adjust the dispute with the Employer.

7.40 Working Job Stewards

All Job Stewards shall be working Job Stewards. There shall be no non-working Job Stewards.

7.50 Certified Job Stewards

A Job Steward who has satisfactorily completed the (1) ten-hour OSHA Construction Safety, (2) First Aid/CPR and (3) Scaffold User courses, together with any additional courses required by the Union, shall be classified a Certified Job Steward. Certified Job Stewards, their training being a benefit to the Employer, shall be paid \$.75 per hour over the Class A Rate or over the rate for the classification in which he is working, whichever is higher. All other Job Stewards shall be paid the rate for the classification in which they are working, but in no case less than the Class A Rate provided for in this Agreement.

Article VIII: Foremen

8.10 Foremen

Foremen shall be selected and assigned by the Employer in the Employer's discretion. All laborer foremen shall be members in good standing of a local union signatory to this Agreement.

8.20 Foreman Rate of Pay

(a) A laborer foreman shall be paid an additional one hour of pay for each eight hours of pay. A general foreman shall be paid an additional two hours of pay for each eight hours of pay. Foremen and general foremen shall receive the Class A laborer rate.

(b) All foremen and general foremen shall be guaranteed forty hours per week until the conclusion of the job. If the job is temporarily halted, the foreman or general foreman will be paid the full forty hours for the week of the interruption; if the job is concluded, the foreman or general foreman shall be paid until the last day he works.

Article IX: Hours, Overtime, Shifts and Holidays

9.10 Standard Work Day

(a) There shall be a uniform eight hour day with starting and quitting times between the hours of 6:00 a.m. and 6:00 p.m. Alternatively, the Employer may establish a regular four ten-hour day work schedule for a project from Monday through Thursday with each such work day beginning and ending between 6:00 a.m. and 6:00 p.m.

When an Employer call laborers to work on a Saturday, Sunday or Holiday, and the laborers begin work but work four or fewer hours, the laborers shall be paid for not less than four hours at the applicable rate. If the laborers work more than four hours, then the laborers shall be paid not less than eight hours. On days terminated due to inclement weather, the laborers shall be paid for the actual time worked in accordance with this Agreement.

(b) Said schedules shall be established by the Employer at the beginning of the job in a pre-job conference with the local union Business Manager and shall apply for the duration of the project except that the schedule may be

adjusted with the consent of the Business Manager once each season to accommodate such seasonal conditions.

(c) On every shift all laborers will be allowed a thirty minute meal break which shall commence not sooner than three hours after the beginning of the shift nor later than three hours before the scheduled end of the shift.

9.20 Split Starting Times

An Employer may establish split starting times as part of a regularly scheduled work day. If an Employer chooses to split the starting times of laborers, laborers who report for work shall be guaranteed two hours pay and must remain on the project for said two hours, unless released by the Employer sooner. If the Employer puts the laborers to work on a delayed basis due to weather or other conditions, the laborer shall be paid for all time from the beginning of his scheduled start time. Where the Employer establishes split starting times for a project, both crews must begin and complete their scheduled work days between 6:00 a.m. and 6:00 p.m.

9.30 Shift Differential

(a) The parties to this Agreement recognize the desirability of coordinating the shifts to be worked with the other trades involved in a project and the customer's work schedule. If the Employer determines that shift work is necessary, the following schedule shall prevail:

(b) When a two shift schedule (including a day shift) is established the first or day shift shall be established on an eight hour basis. The second shift shall be established on an eight hour basis and be paid the hourly rate for the

classification plus 15%.

(c) When a three shift schedule is established the following conditions shall prevail. The day shift shall be established on an eight hour basis, the second shift shall be established on a seven and one-half hour basis and the third shift shall be established on a seven hour basis. The first shift shall receive the hourly rate for the classification. The second shift shall receive the hourly rate for the classification plus 15%. The third shift shall receive the hourly rate for the classification plus 20%.

(d) When there is no day shift and a second shift or third shift is established the following conditions shall prevail. The second shift shall be established on an eight hour basis. The third shift shall be established on an eight hour basis. The second shift shall receive the base hourly rate for the classification plus 15%. The third shift shall receive the base hourly rate for the classification plus 20%.

(e) When an irregular shift must be established, a 15% premium above the hourly rate for the classification shall apply to all hours worked outside the permissible starting and quitting times.

(f) All time worked before or after a regularly established shift shall be paid at the applicable overtime rate. Split starting times may not be used on any project where multiple shifts are utilized. The percentage premium, when added to the base rate, shall be termed the regular hourly rate. Shift hours for the second and third shifts shall be such as to conform to the day shift and in no case

shall an employee work on more than one shift in a 24 hour period.

(g) To qualify as a shift outside of the 6 AM to 6 PM day, the hours must be regularly scheduled for not less than five consecutive work days. Work days outside of the 6 AM to 6 PM work day that are worked for less than five consecutive work days shall not be considered shift work subject to the differential and shall be paid at time and one-half or double-time, as applicable.

9.40 Overtime

(a) All hours worked beyond an eight hour day shall be paid at a rate of time and one-half the applicable rate of pay except where a four-ten work schedule is in effect, in which case all hours worked Monday through Thursday in excess of ten hours shall be paid at a rate of time and one-half.

(b) All hours worked on a Saturday shall be paid for at the rate of time and one-half with the exception of make-up days. Hours worked on Sunday and holidays shall be paid for at the rate of double time. Fringe benefits on overtime shall be paid at time and one-half on all overtime hours.

(c) Overtime on Make-up Days shall be controlled by the Make-up Day provisions set forth in this Agreement.

9.50 Holidays

The following holidays are recognized under this Agreement: New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving day, Christmas

day, Presidential Election days. Any holiday falling on a Sunday shall be celebrated on Monday.

9.60 Make-up Day

(a) When, during the course of a normal work week of eight hour days from Monday through Friday, 32 hours or less are worked strictly due to weather conditions or as otherwise mutually agreed by the Union and the Employer, the employing contractor has the option of working Saturday for 8 hours at straight time.

(b) When, during the course of a normal work week of eight hour days from Monday through Friday, 36 hours or less are worked strictly due to weather conditions, the Employer shall have the option of working 8 hours on Saturday for straight time up to 40 hours and the applicable overtime rates for all time over 40 hours.

(c) Where a four ten-hour day schedule is established on a job, and 36 hours or less are worked due strictly to weather conditions, Friday may be used as a make-up day for such hours lost at straight time up to 40 hours and the applicable overtime rates for all time over 40 hours.

(d) The following conditions must be met and satisfied for this Article to become effective:

1. The sole reason for the loss of hours during the normal work week must be weather conditions.

2. Only those laborers who were employed during the work week of 32 hours or less on the project where the

Employer is requesting a make-up day shall be eligible to work the make-up day. The Employer shall not be allowed to bring laborers from other sites which are not working on a project utilizing a Saturday make-up day.

3. Foremen shall be paid for all hours worked on a make-up day in addition to his forty hour guarantee at straight time up to forty hours actually worked, with the applicable overtime rate being paid thereafter.

4. All laborers employed on a project opting for a make-up day must be offered the opportunity to work on the make-up day.

5. It is not mandatory for a laborer to work on a make-up day and it is at their choice and discretion. No negative actions or retribution shall occur against any laborer who opts not to work a make-up day.

6. The make-up day hours shall be paid in the same pay period as the Friday preceding the make-up day.

7. The Business Agent of the local union shall be notified as soon as the Employer decides to utilize a make-up day and must concur with its appropriateness, which concurrence shall not be unreasonably withheld.

Article X: Wages and Fringe Benefits

10.10 Classifications of Laborer

There shall be three classifications of laborer.

10.20 Class A Laborers

Class A Laborers shall be a specialist classification that includes all laborers working on mason tending crews and concrete pour crews, or as foremen, scaffold builders, burners, nozzlemen on gunite work, or who operate the jack hammer, tamper, motorized tampers and compactors, vibrators, riding motor buggy, conveyors, street cleaning machines, hydro-demolition equipment, and all types of forklifts or bobcats (or equivalent machinery). Foremen shall be paid in accordance with Article VIII hereof.

10.30 Class B Laborers

Class B shall be the basic laborer's rate and includes all work not included in Class A or Class C.

10.40 Class C Laborers

Class C laborers are laborers doing janitorial-type light clean up work associated with the turnover of the project or part of a project to the owner, and all flagmen, watchmen, fire watch personnel, and those manning temporary heat of all types.

10.50 Partial Day Work in Classification

Where, at the contractors request, a laborer is sent to a job site to perform Class A work, that laborer shall be paid the Class A rate for not less than the first eight

hours of his employment with the Employer or until his discharge if he is employed by the Employer for less than eight hours. Where a Class B laborer performs two or more hours of Class A work in the course of a work day then that laborer shall receive the Class A rate for the full day. Where a Class B laborer performs less than two hours of Class A work in a work day, then that laborer shall receive his regular rate of pay for the day. Class C laborers may not perform Class A or Class B work unless they are paid the applicable Class A or Class B rate for the full day.

10.60 New Work Classification

(a) If in the term of this Agreement, mechanized changes or changes in the method of operation, or changes in the assignment of existing tasks not previously performed by the Laborers, result in different or new types of work, the Building Contractors Association of New Jersey and the Laborers' International Union of North America, Eastern Region office as a representative of Building and Construction District Councils and Local Unions of the State of New Jersey agree to discuss the same and mutually agree on such work's proper classification.

(b) The Employer recognizes the Construction Specialist and Concrete Specialist classifications which classifications shall include all such tasks as are assigned by the Employer and accepted by the Unions and approved by the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions. Rates for these classifications shall be set by

agreement by and between the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions. Agreements herein made or to be made by the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions as to assignments included in such classifications and the wage rates to be paid shall be binding on all employers who are or may become bound to this Agreement.

10.70 Wage and Fringe Benefit Package

(a) Effective May 1, 2002 the total basic laborer (Class B) wage/fringe package shall be increased to \$34.72.

(b) Effective May 1, 2003 the total basic laborer (Class B) wage/fringe package shall be increased to \$36.22.

(c) Effective May 1, 2004 the total basic laborer (Class B) wage/fringe package shall be increased to \$37.72.

(d) Effective May 1, 2005 the total basic laborer (Class B) wage/fringe package shall be increased to \$39.22.

(c) Effective May 1, 2006 the total basic laborer (Class B) wage/fringe package shall be increased to \$40.72.

(d) Class A laborers shall receive \$.50 more per hour than Class B laborers receive.

(e) Class C laborers will receive the standard fringe benefit package and a wage rate equal to 85% of the Class B wage rate.

10.80 Wage and Fringe Benefit Allocation

	<u>5/1/02</u>	<u>5/1/03</u>	<u>5/1/04</u>
Class B Wages	22.95	23.80	24.70
Welfare	4.45	4.65	4.85
Pension	3.60	3.80	4.00
Annuity	3.00	3.20	3.40
Training	.52	.52	.52
LECET	.15	.20	.20
Health & Safety	.05	.05	.05
Checkoffs:			
LEROF	.15	.20	.25
NJSLPAC	.10	.15	.15
Working Dues	5%	5%	5%

Wage and Benefit allocations for the years 2005 and 2006 shall be determined by the Unions in their sole discretion. In addition, the Union reserves the right to reallocate the wage and fringe benefits for the years 2002, 2003 and 2004 if, in its sole discretion, it decides that such reallocation is appropriate.

Article XI: Payment of Wages

11.10 Procedure for Payment of Wages

Employees shall receive their wages in cash or by check,

when allowed as herein set forth, on the job in a closed envelope which shall be plainly marked as to the employee's name, the hourly rate, number of hours and the deductions for various taxes and check off items. The envelope shall show the net amount of wages and the Employer's name and address. The employees shall be paid prior to the end of the established weekly pay day, or an earlier day if the regular pay day falls on a recognized holiday when the banks are closed. Two (2) days back pay may be withheld by the Employer.

11.20 Payment by Check

Permission to pay by check must be requested in writing by the Employer to the particular local union involved. After consideration of such request the Union shall notify the Employer if payment by check is granted.

11.30 Payment of Wages for Waiting and Travel Time

Where laborers are not on the job, for any reason for which the Employer is not responsible, when the paymaster is paying off the laborers, they may be sent to the main office for their pay, but without any allowance for the time spent in going to and from the office; but where the laborers are not on the job for any reason for which the Employer is responsible, they will be allowed one hour with pay in going to the office for their pay. Where laborers are not paid on the specified pay day during working hours they shall be paid single time for all waiting time at the rate of eight (8) hours per day not to exceed sixteen (16) hours.

11.40 Payment on Discharge, Layoff or Cancelled Workday

(a) When laborers are to be discharged on employment of six days or more of duration, they must be notified during working hours and must be paid on the job one hour before quitting time. On employment of five or fewer days duration they shall be notified and paid at quitting time. Any laborer laid off on employment of six or more days duration will be allowed to leave the job one hour before quitting time and be paid for a full day. A violation of this rule entitles a laborer to compensation for the working time that elapses between the time of discharge and the time of receiving the money, provided the laborer remains on the job or at the office during all working hours, until he is paid; it is understood, however, that no waiting time claim in excess of sixteen (16) hours will be paid nor shall a laborer remain on the job for a longer time.

(b) When an Employer directs a laborer to report for work and the laborer reports for work but is not put to work that day for reasons other than inclement weather or other circumstances beyond the Employer's control, he shall be paid one day's pay at straight time.

11.50 Payment on Quitting

Where a laborer quits the job the Employer shall pay all money due to the employee on the next regular pay day.

11.60 Partial Hour Pay

Any laborer working a fraction of any hour during regular working hours or shift shall receive a full hour's pay at the applicable hourly rate of pay. Any overtime work performed shall be paid for to the nearest half-hour at the applicable overtime rate.

11.80 Fringe Benefit Payment Bond

The trustees of the pension and welfare benefit fund, or a designated administrator thereof, may require the Employer to post a bond not to exceed \$100,000 with a reputable surety to secure payment of all sums due or to become due to the several funds created or maintained under this Agreement.

11.90 Non-Payment of Wages or Fringe Benefits, Breach of Contract

Notwithstanding anything to the contrary in this Agreement, it is agreed that if the Employer fails to pay wages as agreed upon herein or to submit reports and proper contributions to the benefit funds as required, then such failure shall be deemed an open breach of this Agreement, not requiring arbitration, and the Union shall have the right to call a strike or work stoppage against said Employer until the breach is corrected.

Article XII: Apprenticeship

12.10 Joint Apprenticeship and Training Committee

The parties agree to continue to maintain a Construction Craft Laborer Apprenticeship Program. The Joint Train-

ing and Apprenticeship Committee established by the parties in accordance with Apprenticeship Standards previously adopted by the committee shall have the authority to set, administer and enforce all rules, regulations, ratios and rates for apprentices and the apprenticeship program.

12.20 Apprentices

The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is required to accept an apprentice, provided there is work for such apprentice, once five journey workers are employed. The Employer may, however, employ one apprentice for the first journey worker employed and no more than one additional apprentice for each additional three journey workers employed. An apprentice shall not work on the jobsite unless supervised by a journey worker. The referral of apprentices to any employer is a matter of discretion residing with the Local Union and JATC acting through the Apprentice Coordinator.

An apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the apprentice to other employment in order to provide the experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job throughout the state, but shall notify the Local Union and JATC

of all reassignments. It shall be the objective of both the Employer and the Union to make reasonable efforts to keep apprentices working so that they can complete the apprentice program and become journey workers in a reasonable amount of time.

An apprentice shall not be penalized for taking off from work to attend offsite training required by the JATC (although time off for training shall be unpaid).

Article XIII: Portability

13.00 Portability.

The Employer, provided it has notified the local union in advance of the start of the project that the project was to begin and is otherwise in compliance with this Agreement and is not delinquent to the benefit or checkoff funds established hereunder, shall be allowed liberal portability of key employees subject, however, to the territorial local union's right to fair representation in the Employer's workforce for the project. Key employees are laborers who are members of a local union signatory to this Agreement who have worked for the Employer for at least eight weeks in the previous six months.

Article XIV: Fringe Benefit Funds

14.00 New Jersey Building Laborers' Statewide Pension Fund.

All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the

New Jersey Laborers' Statewide Pension Fund which will be administered in accordance with the applicable trust agreement.

14.10 New Jersey Building Laborers' Statewide Welfare Fund.

All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the New Jersey Laborers' Statewide Welfare Fund which will be administered in accordance with the applicable trust agreement.

14.20 New Jersey Building Laborers' Statewide Annuity Fund.

All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the New Jersey Laborers' Statewide Annuity Fund which will be administered in accordance with the applicable trust agreement.

14.30 New Jersey State Political Action Committee

All Employers bound by this Agreement shall deduct such amount as has been authorized from each employee's pay who signs an authorization for the New Jersey State Political Action Committee fund. Each laborers' local will be responsible for obtaining the signatures for these authorizations and for notifying the appropriate Employers which employees have authorized the political check off. Employers shall forward checkoff contributions to the fund as the specified rate in the same manner as they contribute to the fringe benefit funds established or main-

tained pursuant to this Agreement.

14.40 Organizing Dues

All Employers bound by this Agreement shall deduct such amount as has been authorized by the District Councils and/or Local Unions from each employee's pay who signs an authorization for the Laborers' Eastern Region Organizing Fund dues. Each laborers' local will be responsible for obtaining the signatures for these authorizations and for notifying the appropriate Employers which employees have authorized the organizing check off. Employers shall forward checkoff contributions to the fund as the specified rate in the same manner as they contribute to the fringe benefit funds established or maintained pursuant to this Agreement.

14.45 Working Dues

All Employers bound by this Agreement shall deduct such amount as has been authorized by the District Councils and/or Local Unions from each employee's pay who signs an authorization for working dues checkoff. Each laborers' local will be responsible for obtaining the signatures for these authorizations and for notifying the appropriate Employers which employees have authorized the organizing check off. Employers shall forward check-off contributions to the fund as the specified rate in the same manner as they contribute to the fringe benefit funds established or maintained pursuant to this Agreement, or as otherwise directed by the District Councils.

14.50 Laborers'-Employers' Cooperation and Education Trust

All Employers bound by this Agreement shall pay such

amount as has been allocated by the parties to the Laborers'-Employers' Cooperation and Education Trust which will be administered in accordance with the applicable trust agreement. Employers shall contribute to this trust as the specified rate in the same manner as they contribute to the other fringe benefit funds.

14.60 New Jersey Laborers' Health & Safety Fund

All Employers bound by this Agreement shall pay such amount as has been allocated by the parties to the New Jersey Laborers' Health & Safety Fund which will be administered in accordance with the applicable trust agreement. Employers shall contribute to this trust as the specified rate in the same manner as they contribute to the other fringe benefit funds.

14.70 Building Laborers' of New Jersey Training and Education Fund

All Employers bound by this Agreement shall pay such amount as has been allocated by the parties to the Building Laborers' of New Jersey Training and Education Fund which will be administered in accordance with the applicable trust agreement. Employers shall contribute to this trust as the specified rate in the same manner as they contribute to the other fringe benefit funds.

14.80 Building Contractors' Association of New Jersey Industry Advancement Fund

(a) All Employers covered by the terms of this Agreement shall pay to the Building Contractors Association of New Jersey, its successors or assigns, hereinafter referred to as the "BCA/NJ", the sum of ten cents (\$.10)

per hour for each of its employees covered hereunder.

(b) Payments to the BCA/NJ are due and payable at the same time and in the same manner as the N.J. Building Laborers Training and Education Fund and shall be reported on the same remittance forms as are used by the Building Laborers Fringe Benefit Funds throughout the State of New Jersey. All said forms shall be modified to reflect this payment requirement. Upon reasonable notice, a copy of each monthly Employers' Remittance Reports shall be forwarded to the BCA/NJ if so requested.

(c) In addition, the Union agrees to furnish the BCA/NJ copies of every signed individual collective bargaining agreements and/or acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement.

(d) The Union(s) will use every legal method available to insure uniform compliance and application of this payment as it does for collection of other funds.

(e) In consideration of the promises and obligations of the Employers to make contributions to the BCA/NJ, and in consideration of services to be directly and indirectly provided for such employers by the BCA/NJ, as determined by the BCA/NJ, and for the benefit of the construction industry generally, and for other good and valuable consideration, such consideration being specifically acknowledged by each employer signatory to this Agreement, each Employer agrees to all of the provisions of this Article and acknowledges that said contractual

provisions were made for the express, direct and exclusive benefit of the BCA/NJ, a third party beneficiary under this Agreement, an Independent Agreement or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement.

14.90 Due Date for Contribution Payments into Funds

(a) Contributions for funds established or maintained under the Agreement shall be paid within three days of the end of the weekly payroll period. Biweekly or monthly payments may be allowed in the discretion of the trustees or administrators of such funds where the Employer complies with such requirements as the trustees or administrators may set as a condition for biweekly or monthly payments. All such payments shall be made on properly prepared remittance forms prescribed or acceptable to the funds. Contributions to the training fund, LECET, NJH&S and all check-off funds shall be made in the same manner as other payments due under this Agreement.

(b) An Employer who is a member of the Building Contractors Association of New Jersey or one of its Affiliated Associations and who has assigned its bargaining rights to the Building Contractors Association of New Jersey and is thereby bound to this Agreement may pay such contributions on a monthly basis, with such contributions being due to the fund(s) on or before the fifteenth day of the month immediately following the month during which the contributions were earned. In the event that any such Employer becomes delinquent in making

payments to any fund created or maintained under this Agreement then such Employer shall lose the right to pay contributions on a monthly basis and shall thenceforth pay such benefits in accordance with Section (a) above. This provision shall not operate so as to limit the rights or remedies of the union or funds with respect to delinquencies as set forth elsewhere in this Agreement.

(c) For purposes of this Article any payment not received on or before the applicable due date set forth hereinabove shall be considered delinquent.

Article XV: Collection of Amounts Due Under Agreement

15.10 Right to Strike and Picket for Delinquencies

If the Union is advised by any benefit or other fund created or maintained under this Agreement that an Employer is delinquent in contributions to the same, or if the Employer is delinquent in the payment of wages to its laborer employees, then the employees and the Union shall have the right to strike and/or picket until the wages, benefit or other fund contributions are paid in full, anything in this Agreement to the contrary notwithstanding. Where a delinquency is due from a subcontractor of the Employer for a project in another local union's territory, the local union where the ongoing project to be struck or picketed shall give the Employer five days written notice before commencing the job action.

If any employee loses employment because of any strike

or picketing to protest the failure to make such payments, the Employer shall be responsible to pay all wages and benefits for the time lost. Except for the foregoing the Union and the employees shall have the right to picket for non-payment of wages only when the same are not paid as required on the regular pay day.

15.20 Legal Remedies for Collection of Delinquencies

The Trustees or Administrators of any fund due contributions pursuant to this Agreement shall be entitled all rights accorded by law including but not limited to the right to demand, receive, sue for, and take such steps, including the institution and prosecution of or the intervention in any proceeding at law or in equity or in bankruptcy that may be necessary or desirable in their discretion to effectuate the payment and collection of any sum or sums and costs required to be paid to the Welfare, Pension or Annuity Funds under this Agreement.

15.30 Costs of Collection

(a) In addition to the other provisions of this Agreement relating any such funds, in the event the Employer is delinquent in the payment of contributions to the Funds, or wages, the delinquent Employer shall also be required to pay attorneys' fees and court and arbitration costs, if any, whenever the services of an attorney or arbitrator are necessary to recover the amount due. The Union or the Trustees, in their discretion, may also assess the Employer with interest at the current maximum legal rate.

(b) The Attorneys' fees shall be as follows:

WITHOUT SUIT OR ARBITRATION

20% of the first \$750.00

15% over \$750.00

(Minimum \$15.00 each fund)

WITH SUIT OR ARBITRATION

27 ½% of the first \$750.00

22 ½% over \$750.00

(Minimum \$25.00 each fund)

(c) All disbursements and expenses including arbitration fees are additional. The foregoing shall apply unless changed by the Board of Trustees of any particular Fund.

(d) In addition to the above, the fund or funds, as the case may be, may further assess a delinquent Employer for any and all collection costs, court costs, attorneys' fees, telephone and correspondence costs, etc., which the fund or funds incur in collecting or attempting to collect the delinquent payments from the Employer. The Employer shall be required to pay collection costs and attorneys' fees irrespective of whether or not litigation is commenced. The Employer shall also pay interest on the amount due but interest may be waived in the discretion of the trustees of the affected funds.

15.40 Protection of Benefits

(a) Failure on the part of the Employer to pay the benefit fund contributions required pursuant to this Agree-

ment for each and all of the employees covered by this Agreement shall impose upon the Employer sole and full responsibility to assume the benefits of the employee(s) and their family(s) are entitled to from such funds.

(b) The Employer agrees that, after the termination date of the Agreement, he will continue to make contributions to the benefit funds when employing laborers covered hereunder pending the negotiation of a new agreement. The Employer or the BCA/NJ may terminate the obligation set forth under this provision by giving written notice to the Laborers' International Union of North America, Eastern Region office, as representative of the the local unions and district councils bound hereunder, of its intention to do so and the effective date thereof. All such notices shall be sent by certified mail and may not be effective until received.

15.50 Fund Rights and Duties

(a) The Trustees of the benefit funds shall have such rights and duties as set forth in the Plans and in the Agreements and Declarations of Trusts and any supplements or amendments thereto, all of which are incorporated herein by reference.

(b) The Employer agrees to join and concur with the Union in the execution of such petitions, applications, and forms that are required to be filed with the state and federal governmental agencies.

(c) The Employers agree that the trustees of the fund or funds shall have the right to require such reports by the Employers as are necessary to the fulfillment of the agreements and declarations of trusts and the contracts of

insurance, as may apply. The trustees and insurers shall also have the right to inspect at all reasonable times the payroll, employment and such other records of the Employer as are pertinent to questions of the accuracy or comprehensiveness of the reports of the Employer.

(d) In any event where an Employer is or has been delinquent in the payment of contributions to one or more of the funds established or maintained hereunder the Union and or the trustees shall have the power to require such Employer to post a reasonable cash bond to secure the Employer's future full and prompt compliance with the requirement for such contributions.

Article XVI: Contractor Liability for Delinquency

16.10 Contractor Liability for Delinquency of Sub-Contractor

If the Employer subcontracts any work covered by this Agreement to any subcontractor or other person, the Employer shall be liable for all contributions owing to the funds established or to be established hereunder in the event the subcontractor or person fails to pay contributions to the said funds for employees covered by this Agreement employed by the said subcontractor or person.

16.20 Employer/Subcontractor Assignment of Payments

If however, the Employer is a subcontractor under this Agreement and becomes delinquent in the payment of

any contributions to any funds established or to be established hereunder, the Employer hereby assigns and transfers over all rights, title, and interest in all monies due it from the owner, construction manager, general contractor, any other contractor, or any governmental agency, to the said funds in the amount up to the sum due to the funds. Upon notice by the funds to the owner, construction manager, general contractor, other contractor, or governmental agency, the said owner, construction manager, general contractor, other contractor, or governmental agency shall immediately remit to the funds the amount claimed to be due to the funds. The amounts claimed to be due shall be immediately paid and, if any dispute arises over the amount paid and a refund is alleged to be due to the Employer, the matter may be submitted to arbitration. The funds liability in such case shall be limited to such refund and shall not include any consequential, special, punitive or other damages.

Article XVII: Subcontracting

17.10 Subcontractors to Become Signatory to Agreement

The Employer agrees that all contractors or subcontractors who are engaged by the Employer to perform work of the kind covered by this Agreement at the site of construction, alteration, painting, demolition, asbestos removal, hazardous waste removal, or repair of a building, structure, or other construction work shall be or shall become a signatory to this Agreement or to become signatory to such other LIUNA affiliated local union having jurisdiction over the work in question. Furthermore, the

Employer agrees to require to all subcontractors to use laborers represented by the Union for all cleanup work at the project. The Employer will be responsible for all losses incurred by the employees or the Union in the event he subcontracts to a subcontractor who fails to execute this Agreement. The purpose of this Article is to preserve the job opportunities and work jurisdiction of employees covered by this Agreement.

17.20 Preservation of Bargaining Unit Work

In order to protect and preserve work for the employees covered by this Agreement and to protect the benefits to which employees are entitled to under this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is agreed that when the Employer performs any work of the type covered by this Agreement at any work site (1) *under its own name, or (2) under the name of another entity (whether a corporation, company, partnership, joint venture, or any other business entity) where the Employer, including its owners, stockholders, officers, directors, or partners, exercise either directly or indirectly (such as through family members or company employees) any significant degree of ownership, management or control, the terms of this Agreement shall be applicable to all such work.*

Either the Union or an affiliated benefit fund or funds may bring a grievance pursuant to this provision. The Employer shall cooperate fully with any inquiry initiated by the Union or funds and shall permit counsel to the Union or funds full access to all of its corporate records to determine whether the Employer has violated

this provision. In the event that an arbitration or court action is brought by the Union or funds based on a violation of this provision and the Union or funds prevail in whole or part, the Employer shall be liable, in addition to any lost wages or benefits, for all of the Union's or funds' court costs, arbitration, legal, accounting, and all other professional and investigative fees or expenses.

Article XVIII: Transfer of Company Title or Interest

18.10 Agreement Binding on Successor Companies

(a) This Agreement and any supplemental Agreements hereto, shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an operation or a company is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation or successor employer shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) It is understood by this Section that the parties hereto shall not use any device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the work covered by this Agreement or any part of thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not includ-

ing financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the bona fide purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

Article XIX: Extra Contract Agreements

19.10 Extra-Contract Agreements With Employees Barred

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Article XX [Reserved]

Article XXI: Arbitration and Grievances

21.10 Jurisdictional Disputes

Jurisdictional disputes are not covered under this Article but are covered under Article II, Section 2.20 above.

21.20 Arbitration Procedure

(a) In the event an Employer unjustifiably fails to pay wages or fringe benefits when due, the Union has the absolute right to strike and picket the delinquent individual contractor. Economic hardship shall not be justification for nonpayment.

(b) All other questions or grievances involving the interpretation and application of this Agreement, or any grievance concerning any term or condition of work, other than trade jurisdictional disputes arising under Article II, shall be handled under the following procedures:

Step I Between the Business Manager or his designee of the Union and a company officer at the job site. The meeting shall be arranged as soon as practical but in no event later than seven (7) working days.

Step II If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy under Step I such grievance or controversy shall be submitted within seven (7) working days thereafter to an arbitration committee consisting of three (3) representatives of the Association and three (3) representatives of the Union. The majority decision of this Committee shall be final and binding. Either party may waive Step II.

Step III If the controversy is not settled pursuant to Step II either party may then submit the matter within ten (10) working days to

arbitration pursuant to the rules and procedures of the New Jersey State Board of Mediation for final and binding decision.

Only the Union or the Association may submit a dispute to arbitration.

(c) The Arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute. The Arbitrator shall have the authority to decide whether an Agreement exists, where that is in dispute.

(d) The Arbitrator shall have no power to add to, subtract from, or modify this agreement.

(e) The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

(f) Except by mutual agreement, all timeliness provisions of this Article must be complied with and failure to comply by either party will result in default by that party of its position unless either party can demonstrate justification or reasonable cause for failure to do so.

(g) In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no strikes, work stoppages, picketing or slow downs engaged in by the Union, except as otherwise set forth in this Agreement.

Article XXII: Separability and Savings Clause

22.10 Agreement Survives if Part is Ruled Illegal

(a) If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

(b) If a court of competent jurisdiction decides that any part of this Agreement is illegal, it shall not invalidate the other portions; it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.

Article XXIII: Agreement and Termination

23.10 Effective Date and Termination

This Agreement shall become effective on the 1st day of May 2002, or the date signed, whichever is later, and shall terminate at midnight, April 30, 2007. It is mutually agreed, however, that if any Employer signatory to this Agreement desires to reopen negotiations for a new

Agreement to take effect upon the termination of Agreement that such Employer shall give written notice to the Laborers' International Union of North America, Eastern Region office, of such intention ninety (90) days prior to the termination of this Agreement, otherwise Agreement is to continue in full force and effect after termination date of this Agreement from year-to-year until written notice is given of a desire to reopen negotiations. In order for this Agreement to be terminated at the aforesaid termination date, the Employer shall give written notice at least thirty (30) days prior to April 1st of each succeeding year and, if said thirty (30) days notice is given, the Agreement shall terminate on April 1st of the year following the giving of such notice. In case of such continuation, the Employer agrees to be bound by the wage and benefit rate schedules of any new Agreement made by the Union and the Building Contractors Association of New Jersey.

Article XXIV: Interpretation of Agreement

24.10 Interpretation of Agreement

Any conflict in the interpretation of this Agreement not settled directly by the Employer and the local union shall be submitted to the Building Contractors Association of New Jersey and the Laborers' International Union of North America, Eastern Region office as a representative of the Building and Construction District Councils and Local Unions of the State of New Jersey, for resolution. If the same is resolved by mutual agreement, said resolution shall be binding on all parties. If the foregoing parties fail to agree as to a resolution of the dispute, the

dispute shall be subject to the grievance and arbitration procedure herein.

**Special Provisions Applying Only to the Asbestos
and Hazardous Materials Abatement and
Remediation Industry**

The following Special Provisions supplement the other provisions of this Agreement and apply only to work in the craft jurisdiction of Laborers' Local 1030. Where these Special Provisions conflict with the other provisions of this Agreement, the Special Provisions shall prevail.

SP25.00 Recognition

The Employer agrees to recognize Laborers' Local 1030 as the sole and exclusive bargaining agent for all employees coming under the jurisdiction of these Special Provisions of this Agreement in all matters involving wages, hours of work, and working conditions.

SP25.01 Territorial Jurisdiction

These Special Provisions of this Agreement shall be applicable to all work set forth at Article SP30.02 below performed by the Employer in the State of New Jersey.

SP25.02 Craft Jurisdiction

The employer recognizes Local 1030 as having jurisdiction for all work in connection with the asbestos, radiation, hazardous waste, lead, chemical, biological, and mold remediation and abatement, including but not limited to the removal, abatement, neutralization, enclosure, encapsulation, eradication, and all other forms of remediation

of the same, and including the decontamination of personal protective equipment, chemical and biological protective clothing, equipment, vehicles, and machinery relating to the above, and further including the erection, moving, servicing, and dismantling of all enclosures, scaffolding, barricades, and the operation of all tools and equipment in connection therewith, including but not limited to bobcats and forklifts, and the labeling, bagging, cartoning, crating, or other packaging of materials for disposal or storage; and the cleanup of the work site and all other work incidental to such remediation and abatement as set forth above, and all work performed within a containment area.

SP25.03 Hiring

In order to perpetuate the skills required in the remediation and abatement industry as covered by these Special Provisions, when new or additional employees are needed, the Employer agrees to give Laborers Local 1030 the first opportunity to provide such employees and will advise Laborers Local 1030 of the number of workers and the skills required. If Laborers Local 1030 is unable to refer qualified applicants to the Employer within 24 hours after the request, the Employer may then hire persons from other sources, provided the Employer notifies Laborers Local 1030 within two days after hire of the names and addresses of each person so hired outside the Laborers Local 1030 referral procedures.

SP26.00 Foremen and General Foremen

When six or more laborers are employed, and for every six laborers thereafter employed, a foreman shall be employed. The foreman shall be a working foreman who

shall assist and supervise the laborers in their assigned tasks. Once eighteen laborers are employed, a General Foreman shall be employed. The General Foreman shall assist and supervise the foremen and shall not perform any work other than layout and supervision. Foremen and General Foreman shall be designated by the Business Manager.

SP 27.00 Wages and Benefits

Wages and benefits shall be paid as follows:

	<u>5/1/02</u>	<u>5/1/03</u>	<u>5/1/04</u>
Wages	\$22.50	23.05	23.60
Welfare	3.80	4.00	4.20
Pension	3.60	3.80	4.00
Annuity	2.95	3.10	3.25
Training*	.24	.34	.44
LECET	.10	.15	.20
Health & Safety	.05	.05	.05
Checkoffs:			
LEROF	.15	.20	.25
NJSLPAC	.10	.10	.10
Working Dues	5%	5%	5%

Wage and Benefit Reopener: This contract may be reopened upon notice by either the Union or the BCANJ to negotiate wages and benefits for the years 2005 through the end of this Agreement. The Employer signatory to this Agreement agrees to be bound by the wages and benefits negotiated by and between the BCANJ and the Unions and that such wages and benefits shall be incorporated into this Agreement

*The employer contribution to the BCANJ Construc-

tion Industry Advancement Fund shall be increased by \$.02 per hour beginning May 1, 2002.

The negotiating committee of the Building Laborers District Councils of New Jersey shall determine or amend the allocation of wages and benefits and increases thereto in any manner it determines to be appropriate.

SP 27.10 Shift Differential

Notwithstanding Article 9.30 hereof, when only one shift is being worked, regardless of when the shift begins or ends, no shift differential shall be applied and the shift will be worked at the appropriate rate of pay under this Agreement.

SP 27.20 Certified Job Stewards

A Job Steward who has satisfactorily completed the (1) ten-hour OSHA Construction Safety, and (2) First Aid/CPR, together with any additional courses required by the Union, shall be classified a Certified Job Steward. Certified Job Stewards, their training being a benefit to the Employer, shall be paid \$.75 per hour over the rate for the classification in which they are working.

SP 28.00 Health and Safety

The Employer shall comply with all of the safety rules and regulations of the state and federal governments and shall be solely responsible for the same. In addition, the following shall apply:

Physicals: When necessary physical must be supplied by the contractor at no cost to the member.

Injuries: Any and all injuries occurring on the job shall require an accident report, a copy of which shall be sup-

plied to Laborers' Local 1030 within five days. Follow up, supplemental, owner and the reports of government agencies relating to the same shall be provided to Laborers Local 1030 within five days of receipt thereof by the Employer or his agents. If determined necessary by the employee, he shall be transported to and from an appropriate medical facility, and accompanied by the Shop Steward, at no cost to the employee.

Fit Test: Fit tests shall be provided for each employee by the Employer at no cost to the employee.

Tools and Personal Protective Equipment: No laborer shall work unless he is provided with the proper personal protective equipment in good working order, tools, equipment, and clothing.

Decons: Decon facilities will be maintained by a designated decon officer appointed by the Shop Steward. All shower facilities will be supplied with hot and cold water and fresh soap provided by the contractor. Sufficient clean towels will be provided. In addition, the Employer shall provide any such medical compound or powder to disinfect decons, showers, respirators and other equipment. The decon officer shall clean and disinfect decons, showers, and respirators on a daily basis. Decons will be maintained at not less than 70 degrees Fahrenheit. Decons shall be equipped to hold any and all workers on the job or project with ample room. Decons shall not hold or be used to store any tools or equipment other than respirator panels and respirators. The decon officer shall maintain privacy among employees, male and female.

Heat Protection. Ice vests shall be provided by the Employer when the temperature reaches 100 degrees Fahrenheit. If an employee chooses to leave when the temperature is above 100 degrees Fahrenheit he or she will not be terminated. When an employee chooses to work in temperatures of 100 degrees Fahrenheit and above, that employee shall be accompanied at all times by at least one other employee.

Cold Conditions. All work areas must be supplied with heat in cold weather. Employees will be supplied with disposable thermal undergarments when the temperature is 40 degrees Fahrenheit or less. If an employee chooses to leave when the temperature is 32 degrees Fahrenheit or less he or she will not be terminated.

Toilet Facilities. The Employer shall supply one porta-jon or other toilet facility for every 15 employees and shall maintain said facilities in clean and relatively odor-free condition. The Employer shall maintain properly secured separate toilet facilities for men and women.

Shanties. When necessary, Employers shall supply clean shanties, with heat in cold weather, where employees can change and eat. Lockers will be provided where employees can secure their personal belonging while at work.

Drinking Water. Clean drinking water, with ice in warm weather, and sanitary cups shall be provided on the job at all time.

IN WITNESS WHEREOF, we the authorized officers of the Employer and the Union have hereunto set forth our hands and seals this ____ day of _____, _____

For the Contractor:

Print Name of Contractor

EIN

By: _____
Signature of Authorized Representative or Agent

Print Name and Title of Authorized Representative or Agent

Print Street Address

Print City, State, Zip Code

Telephone Number

Fax Number

For the Building Construction Laborers' District Councils and Local Unions of New Jersey:

By: _____
Business Agent Signature

Print Name of Business Agent and Local Union Number

Note: This Agreement may not be limited to a Job Only Agreement without the written approval of the District Council Business Manager.

Provide a copy of the signed agreement to the Contractor and District Council and a copy of this signature page to the Local Union, LIUNA Eastern Region Office and the Benefit Fund's office.

Independent2002CBA.doc

NOTES: _____

At the start of a job, please call the local union for the county where the job is located.

Northern NJ Building Laborers' District Council

Tel: 201-585-9548 Fax: 201-585-0532

Laborers' Local 325 (Hudson)

Tel: 201-656-7131 Fax 201-656-6721

Laborers' Local 592 (Bergen, Passaic, Sussex)

Tel: 201-585-9548 Fax 201-585-0523

Laborers' Local 1153 (Essex)

Tel: 973-522-1153 Fax 973-522-1156

Central NJ Building Laborers' District Council

Tel: 732-514-9700 Fax: 732-514-9706

Laborers' Local 394 (Union)

Tel: 908-354-0910 Fax 908-354-7089

Laborers' Local 593 (Somerset, Hunterdon, Morris, Warren)

Tel: 908-431-4270/4271 Fax 908-431-4280

Laborers' Local 594 (Middlesex)

Tel: 732-514-0900 Fax 732-514-9706

Laborers' Local 1030 (Asbestos, HazMat, Statewide)

Tel: 201-601-1200 Fax 201-601-4748

Southern NJ Building Laborers' District Council

Tel: 609-259-4927 Fax: 609-259-4926

Laborers' Local 222 (Burlington, Camden, Gloucester, Salem)

Tel: 856-963-6790 Fax 856-964-9260

Laborers' Local 415 (Atlantic, Cape May, Cumberland)

Tel: 609-407-1622 Fax 609-407-0440

Laborers' Local 595 (Mercer, Monmouth, Ocean)

Tel: 609-259-4922 Fax 609-259-4924

New Jersey Building Laborers' Statewide Benefit Funds

Tel: 201-963-0633 or 800-999-0300 Fax: 201-963-1563

New Jersey Building Laborers' Training Fund

Tel: 732-521-0200 Fax: 732-521-3117